

GENERAL TERMS AND CONDITIONS

Article 1. Definitions

1. Client: Natural or legal person who has concluded an agreement with iVOX, acting in its capacity as professional, not as consumer.
2. Survey conducted by iVOX will be conducted according to one of the following ways:
 - Sample only: The Client will direct appropriate potential survey respondents to his own surveys. iVOX will deliver all necessary computer programs to make this possible.
 - Client-based: iVOX will direct appropriate potential survey respondents, delivered by the Client, to surveys programmed by iVOX and hosted on the Client's computer systems and servers or on the computer systems and servers maintained by others but under the Client's control.
 - Full service: iVOX will direct appropriate potential survey respondents to surveys which are programmed and hosted on its own computer systems and servers.
 - Consultancy: iVOX will provide consultancy services to the Client and assist the latter with advice and practical support related to the customer relations of that Client.
 - Marketing creations: iVOX will design and create certain deliverables for the Client at his request.
3. Respondent: all natural or legal persons selected by iVOX and on whom information is gathered for the purposes of market research.
4. Survey proposal: form under which an offer is made.

Article 2. General

1. These general terms and conditions are applicable to all iVOX offers and all agreements between iVOX and a Client.
2. Derogations from these terms and conditions can only be agreed in writing and apply only to the assignment for which they have been declared explicitly applicable. Any general terms and conditions which the Client may have are not applicable unless parties agree in writing that they are (partially) applicable over and above these terms and conditions.
3. If there is uncertainty about the interpretation of one or more stipulations of these general terms and conditions or there is a situation that is not governed by these terms and conditions, the interpretation must be made in the spirit of these stipulations.
4. The agreement replaces and prevails over all preceding correspondence and arrangements between the parties.

If it transpires that any of these stipulations is not valid or not applicable for whatever reason the remainder of these terms and conditions remain in full force.

Article 3. Quality covenants

1. iVOX executes all assignments with due regard for the international ICC/ESOMAR code of conduct for market and socially scientific research to the extent that there are no derogations from this in these general terms and conditions. However, assignments shall never be in contravention of Articles 1 to 18, inclusive, and 24 to 29, inclusive, of the international ICC/ESOMAR code of conduct.
2. A survey proposal is made in writing and, in any event, comprises a description of the survey, the number of respondents, a description of the questionnaire, the random sampling, the analysis and reporting method and other fieldwork specifications. A survey proposal contains a statement of the expected time span of a survey.

3. Before the delivery of any potential respondents, iVOX is allowed to review and approve each survey. For this quality check iVOX needs to be briefed of all possible filters or screener questions, in order to be able to test the survey completely.
4. iVOX holds the right to reject any survey on the grounds that the technical performance is insufficient. This also requires any multi-media included in surveys to be in the most accessible format in order to avoid any technical problems.
5. The Respondent directed to the survey by iVOX can't be asked to log-in or to download any kind of software in order to participate. Surveys containing log-in processes or extra software requirements can be rejected by iVOX.
6. Inviting Respondents to the survey will always take place during iVOX' business hours in order to monitor if any problems occur. Timing for a survey should take this into account.
7. All surveys must qualify within the first 5 questions. All respondents who do not qualify (screened-out) will be immediately directed back to a dedicated URL designated by iVOX. All respondents who complete one of the Client's surveys must, at the conclusion of the survey, be directed to a dedicated URL designated by iVOX. 'Directed to' means that after the last question, a screened out or completed respondent will be directed to an iVOX page without any other page in between.
8. iVOX can ask the Client to incorporate an iVOX logo into the survey or un-brand the survey when a full-service survey is ordered.
9. iVOX will guarantee to fulfil the survey in a professional way. Therefore iVOX will guard the accordance of all interaction with respondents with the appropriate forms of politeness.
10. iVOX may, at request of the Client, provide consultancy services, as defined in the price quotation. iVOX shall regularly report to the Client's board and complete all assignments within iVOX' expertise requested by the Client from time to time. iVOX and the natural person(s) appointed to perform the consultancy tasks on its behalf shall perform these services from their current place of work upon signature of this agreement, using their own office infrastructure and office equipment, mobile phones, etc. The Client will allow iVOX to access its premises, data and systems in order to enable iVOX to perform its tasks. The Client shall provide iVOX with all information, documents, assistance and support reasonably necessary or useful to perform the services. iVOX shall follow the Client's periodical reasonable guidelines on pricing, products and services, sales conditions, as set out from time to time in attachments to the present agreement, in commercial documentation or in direct communication between parties, including amongst others paper mail, fax, e-mail or Skype messages or any other means of electronic communications. iVOX and the natural person(s) appointed perform their tasks in total independence from the Client.
11. iVOX may, at request of the Client, elaborate certain marketing creations for the Client, as defined in the price quotation. Marketing creations will be discussed with the Client and the latter may only use such marketing creations as approved by the Client. All rights are and remain reserved with iVOX, both with regard to approved creations and rejected creations, as defined in Article 10 of these General terms and conditions. The use of the marketing materials will be subject to a specific license agreement defining the duration, territory and perimeter of use of the creations. Upon approval of the marketing creations, no further modifications will be processed unless parties agree on the additional fees.

Article 4. Agreement

1. All price quotations are free of all obligations unless an acceptance term has been determined.
2. An agreement comes into effect the moment iVOX receives a fully completed and duly signed agreement or application form that a Client has faxed or sent by e-mail or post.
3. If an agreement refers to a survey proposal or price quotation, the accompanying specifications and statements constitute part of the agreement.

4. A survey proposal or price quotation is valid until one month after it has been signed, on condition that the execution of the assignment occurs within the term stated in the said proposal, calculated as of the starting date stated in the proposal.

Article 5. Parties' commitments

Without prejudicing the stipulations of this Article, parties do not make any other commitments in respect of one other than those explicitly stated in the survey proposal or price quotation.

Article 6. Price

1. The prices laid down by iVOX exclude VAT and other levies that are imposed by the authorities, unless stated otherwise in the price quotation or survey proposal.
2. The research comprises only what is agreed in the survey proposal. iVOX reserves the right to charge for additional work for which no provision was made at the time that the research agreement was concluded.
3. All additional costs envisaged in paragraph 2 of this Article, which iVOX must incur, are charged separately. The additional costs are charged by means of an increase and specified in the last invoice to the Client.
4. If, during the execution, it appears that the specifications and assumptions provided by the Client, such as the length and number of interviews and the number of modifications to creations, for example, do not correspond with the reality constituted in the project, or other foreseen or unforeseen external circumstances occur, such as increase in tax, wages and/or social contributions, energy prices and other rates and/or liabilities that other third parties charge us, the Client shall be charged for these or iVOX shall adjust the number of services to be provided after deliberation with the Client. After iVOX has accepted, the Client can under no circumstances derogate from the survey proposal without iVOX's express acceptance.
5. All iVOX' price quotes assume a standard maximum weighting factor of 3, as is common use in market research and as applied by CIM. Should the Client request unweighted data and exact quota, our quoted total price will increase with 25%.

Article 7. Cancellation Conditions

iVOX has the right to cancel any service provided if, once the Client has provided the access to the scripted questionnaire, iVOX considers that the questionnaire does not achieve one of the following requirements during the test phase:

- i. The questionnaire is not able to capture the participant's identity and redirect it to the private area after being complete or filter-out.
- ii. There are incoherent texts, imprecise instructions or questions that can't be answered in logic way.
- iii. Incorrect translations.
- iv. The general running of the questionnaire is slow (more than 2 seconds in skipping pages, more than 10 seconds to load dynamic elements in flash).

- v. The questionnaire has mistakes (blank screens, error messages from the server...) in an occasional or repeated way.
 - vi. The length of interview is too long or too complex.
- In this case, no party will bear any costs made by the other party.

Once the project has been started, iVOX could cancel it if any of the previously verified aspects in the test phase don't work correctly in field, or if we detect that the Client's server has no capability to interview simultaneously the number of panellists needed in the project. In this case, the Client will have to pay for the answers which have been acquired until the moment of the cancellation.

In the event of cancellation of marketing creation or consultancy assignments, the Client shall remunerate iVOX for the time and efforts spent at the assignment up to the moment of cancellation. In the event that the Client would like to continue using the marketing creations, the Client shall pay the compensations for copyrights as set by iVOX.

iVOX cannot be obliged to respect offers or price quotations to the extent that the Client can reasonably determine that the offers or price quotations or parts thereof, obviously contain errors or writing mistakes.

Article 8. Payment

1. The Client is obliged to pay the full amount after invoicing, without reservation or deduction and regardless the results of the survey, the conversion of the marketing creations or the successes flowing from the consultancy services.
2. Payment must be made within 30 days of invoice date, valid in the agreed currency, and the date on which the iVOX bank account is credited with the owed amount counts as valid payment date.
3. The Client is always liable for all judicial and extra-judicial costs that iVOX must incur to collect its claim and interest where payment term is exceeded. These costs are determined to be at least 5% of the outstanding amount, with a minimum of EUR 250. Interest rates for overdue payments equal the legal interest rates for business transactions (law dd 02/08/2002) plus 2%.
4. After the assignment has been executed intermediaries cannot claim that iVOX honour the negotiation granted on the matter unless this has been agreed in writing with the Client's agreement.
5. Subject to contractual derogation: 100% of the project is invoiced upon its delivery.

Article 9. Termination

1. iVOX is entitled to either suspend its obligations arising from the agreement or to terminate the agreement in full or in part without notice of default or judicial intervention, without the Client being entitled to compensation for damages and without prejudicing rights to which iVOX is entitled if:
 - the Client does not fulfil any of the obligations that he might have pursuant to the contract, he does not fulfil such adequately or does not fulfil them on time;
 - there are serious doubts as to whether the Client can fulfil his contractual obligations in respect of iVOX.
2. iVOX is entitled to terminate the agreement without notice of default or judicial intervention if:
 - the Client is in a state of bankruptcy or has applied for judicial composition;
 - the Client's company is closed down or liquidated;

- the Client, being a company, is dissolved;
 - the agreement was concluded under false pretences;
 - the Client does not fulfil his financial obligations.
3. In the event of termination as envisaged in paragraphs 1 and 2 of this Article iVOX is entitled to immediate payment of everything to which it has a rightful claim.
 4. If, pursuant to a cause for which iVOX may be held responsible, the project is not executed in accordance with the underlying survey proposal, the Client shall send iVOX a registered notice of default and give iVOX the opportunity of still properly executing the project while respecting a term of two weeks. The only case where the Client is not obliged to grant iVOX such opportunity is if this cannot reasonably be expected of the Client. Only if, also after the notice of default, iVOX continues in its failure, is the Client entitled to terminate the agreement.

Article 10. Intellectual property

1. All intellectual property rights (including, although not exclusively, copyright, intellectual rights to drawings or models, trademarks, patents and sui generis databank rights) to the following materials are and remain vested in iVOX:
 - research products, methods, models, questionnaires, tools and software developed on behalf of iVOX;
 - the survey proposal and price quotations produced by or on behalf of iVOX, unless a reasonable case can be made for the fact that the Client's direct contribution to the development was crucially important;
 - all creations made by iVOX in the execution of the agreement, including without limitation marketing creations, such as names, logos, baselines, visuals, websites, posters, images, audiovisual content, text and music.

In the event that marketing creations would include third party works, iVOX shall clear such rights during the first year of use.

2. To prevent abuse, none of the documents stated in Article 11, paragraph 1, may be divulged publicly in any form or manner or brought to the knowledge of third parties without iVOX's prior written permission. Distribution among companies and/or institutions linked to the Client is equated with this.
3. On condition that it states the name of the Client, iVOX is entitled to avail of the results of opinion polls regarding media-linked surveys that it has made if, after they have been used for their destined use, the Client has explicitly or implicitly granted permission for this.
4. The Client guarantees that, as regards data and other matters that have been available, he is entitled to make these available to iVOX and that, in this regard, iVOX is entitled to perform the agreed work and Client indemnifies iVOX against third-party claims in this respect.
5. iVOX does no survey into the existence of intellectual property rights including, although not exclusively limited to, patents, trademarks, intellectual rights to drawings, portraits or models, copyright and sui generis databank rights of third parties.
6. If the Client breaches iVOX's intellectual property rights, the Client shall immediately owe iVOX a fine, which amount shall be equal to the amount for which iVOX has invoiced the Client for the survey, with a minimum of EUR 25,000. Besides that, the Client shall pay iVOX the damage it has actually suffered.
7. The Client shall bear the risk for any use of iVOX's data.

Article 11. Personal data protection

1. iVOX will mask respondents' email address and will attach a unique respondent identification number. The Client will not collect or attempt to collect any personal identifiable information from any potential respondent to his sites or surveys by iVOX. This type of information includes any information that would allow the Client to identify a potential respondent at any time in the future including, but not limited to, name, address and email address. The Client should respect all CASRO guidelines for online marketing research, including, but not limited to, privacy policy guidelines.
2. Parties shall observe the rules in accordance with legislation and regulation as regards personal data protection.
3. The Client will not take action to recruit any potential respondent into any panel, community, or group of individuals, online or offline, or take any action that would allow the Client to contact, or allow any other party to contact, any potential respondent at any time in the future.
4. iVOX is entitled to suspend the work if the Client has not observed the rules in accordance with legislation and regulation as regards personal data protection. iVOX is not liable for any damage pursuant to this. The Client is liable towards iVOX as regards all damage pursuant to the suspension. iVOX shall observe legal obligations concerning information provision (including personal data), such as for the purposes of criminal investigation.
5. iVOX complies to all guidelines of the General Data Protection Regulation 2016/679 (GDPR), which is in force from 25 May 2018. Each respondent is informed of and accepts iVOX Panel's Privacy and Cookie Policy and General Terms and Conditions.

Article 12. Confidential information

1. Within the scope of their agreement, both parties undertake to keep all confidential information that they have obtained from one another or from another source secret, without prejudicing the Client's free power of disposal to the research results. Information is regarded as confidential if this is stated as such by the other party or to the extent that it is consequential to the nature of the information.
2. In particular, parties are obliged to keep strict secrecy as regards the working method or the contents of all information concerning the agreement, including documents compiled and/or provided by iVOX, except if these concern the results of the project or if these are expressly destined for external use.
3. It is mandatory for the parties to impose the secrecy obligation on all subordinates and third parties who have knowledge of it and the former shall vouch for the subordinates and third parties that they will observe such obligation.
4. If a party breaches the obligations stated in this Article, that party shall, without further notice of default, owe a fine as intended in Article 10, paragraph 6.

Article 13. Non-competition and non-solicitation

5. The Client acknowledges that substantial goodwill is attached to iVOX and that, accordingly, iVOX is entitled to protect its goodwill. Therefore, the Client agrees for the duration of this agreement and for a period of six months (the "Restricted Period") immediately following termination thereof that it shall not on its own behalf or in conjunction with or on behalf of any other person, firm, company or other organisation (whether as an employee, director, principal, agent, consultant or in any other capacity), directly or indirectly (i) be employed or engaged by (except for holding shares in a company for investment purposes only, provided such shareholding does not confer any control or material influence over the business in question) or (ii) perform services in respect of or (iii) be otherwise concerned with any business which directly competes with iVOX' business or the development or provision of any products or services which are the

same or similar to any those provided by iVOX and have been part of the Client daily business during any period of the contract.

6. The Client hereby agrees that it shall not for a period of six months immediately following the termination of this agreement, whether on its own behalf or in conjunction with or on behalf of any person, company, business entity or other organisation (as an employee, director, principal, agent, consultant or in any other capacity) directly or indirectly (a) solicit or (b) assist in soliciting, in competition with iVOX for the purpose of selling any products or services which are the same or similar to those provided by iVOX and have been part of the Client's daily business during any period of the agreement.
7. If a party breaches the obligations stated in this Article, that party shall, without further notice of default, owe a fine as intended in Article 10, paragraph 6.

Article 14. Complaints procedure

1. If, according to the Client, the work performed by iVOX does not comply with the agreement, the Client must notify iVOX accordingly by registered letter within 1 month after constitution of the alleged failure, yet at the most 1 month after receipt of the end reports. The Client must also carefully state where the work executed by iVOX failed in its compliance. After this term has expired the Client is deemed to have approved the work executed.
2. If it transpires that a complaint is founded, the failure shall - if possible - be repaired by iVOX, without charging the Client any further costs for it. Only if repair is not possible, shall iVOX pay for a proportional part of the price paid or to be paid by the Client.
3. Lodging a complaint does not affect the Client's other obligations arising from the agreement concluded with iVOX.
4. If it transpires that the complaint is unfounded, iVOX can - if there is reason to do this - charge the Client for the costs accompanying the unjustly lodged complaint.

Article 15. Liability

1. iVOX shall execute the project to the best of its knowledge and ability. The nature of this obligation is one of means, unless agreed otherwise in writing.
If, by any reason that is not in hands of iVOX, the agreed number of respondents is not achieved or the conversion rate or any other results or goals should not be reached, iVOX can't be held responsible or asked to contribute in any other way of recruitment for this project. iVOX will, in this particular case, decide independently, based upon the characteristics of each case, whether they will invoice the full amount of the agreed costs, or whether they will invoice on a pro rata based approach.
2. iVOX is not liable in respect of the Client for any damage and/or detriment pursuant to the work executed by iVOX or damage pursuant to the impossibility of complying with the agreement, unless this damage is due to fraud, wilful intent or grave fault on iVOX's part. Insofar as iVOX can be held liable, the liability is expressly limited to the invoice amount that the Client has to pay iVOX.
3. The Client who acts in breach of his obligations arising from the agreement or these general terms and conditions is liable for all pursuant damage suffered by iVOX.
4. The Client is obliged to indemnify iVOX against third-party claims arising from or connected to the work executed or iVOX's lack of work execution for the Client.

Article 16. Applicable law and competent judge

1. The Belgian law governs the agreement concluded by the Client and iVOX.
2. All disputes that may arise with reference to an agreement between the Client and iVOX or further agreements that might be pursuant to it shall be settled by the competent judge of the

place where iVOX is established, unless iVOX chooses to submit the dispute to the judge of the place where the Client is established

Article 17. Transfer of rights and obligations

1. The Client is not allowed to transfer the rights and obligations arising from the agreement to a third party without iVOX's prior written permission. iVOX may attach terms and conditions to the permission.
2. iVOX is entitled to transfer its rights arising from the agreement to a third party. iVOX shall notify the Client of such transfer within a reasonable term.